



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JULY 11, 2016

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Charles Grayson Day Jr
James Ham
Jim McClain
Richard A. Winters

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A.** Approve the Council Minutes of the last regular Council Meeting
 - 1. City Council - Regular Meeting - Jun 13, 2016 6:00 PM -
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. OATH OF OFFICE

- 1. Christopher A. Crapse, Kingsland Police Department -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

- 1. APPLICATION FOR HOME OCCUPATION – Tyrone Taylor -

Tyrone Taylor, 531 South West St is requesting a Home Occupation Permit for “Taylormade Pressure Cleaning Service”. Zoning is R-1. Applicant has a 250 gallon tank and other equipment on a trailer stored behind his home. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OCCUPATION – Johnathan Woolard -

Johnathan Woolard, 111 Woodhollow Rd is requesting a Home Occupation Permit for “R&R Landscaping”. Zoning is R-1. This is a standard lawncare service. A 12' trailer is stored in his garage. Planning Commission Recommends Approval.

3. APPLICATION FOR VARIANCE – Terry Stover -

Terry Stover, is requesting a sideyard variance for 327 Lawnwood Ave from 25' to 10.8' along East Street to construct an attached garage. Zoning is R-1. Applicant shared his petition last month. There have been no communications from other parties. Planning Commission Recommends Approval.

4. APPLICATION FOR HOME OCCUPATION – Benjamin J Haywood -

Benjamin J Haywood, 125 Willow Lake Dr is requesting a Home Occupation Permit for “Mobile Laser Tag”. Zoning is R-1. Applicant wants to offer an experience like Adventure Landing in Jacksonville at customer venues. His laser weapons are bulkier than real weapons and orange tipped. All equipment is stored on an 18' trailer parked behind his home. Planning Commission Recommends Approval.

IX. NEW BUSINESS

1. Executive Session - Real Estate -

2. 1680 : Approval Of: Firefighter Property Program Cooperative Equipment Agreement and Procedures - Fire Chief Terry Smith

Staff recommends approval

3. Resolution #2016-15 Adopting Joint Multi-Hazard Mitigation Plan - Fire Chief Terry Smith

This resolution adopts the Camden County Hazard Mitigation Plan Update that qualifies the Counties and Cities for Federal funds in case of a disaster and for mitigation in advance of potential disasters.

Staff recommends approval.

4. Resolution Establishing 2018 Joint Comprehensive Plan Workgroup -

Resolution #2016-16 To Establish the 2018 Camden County, City of Kingsland, City of St Marys, City of Woodbine Joint Comprehensive Plan Workgroup. Staff recommends approval.

5. Approval - Amended Policy for Contractual Development Agreements -

Staff recommends approval.

6. Policy Update Regarding Body Worn Cameras (BWC) -
7. Adoption of: Ordinance 2016-04, Use of Fireworks -
Staff recommends approval.
8. Bid Award: Hypochlorite Supply and Delivery -
Sodium Hypochlorite Supply and Delivery for Water Treatment Plant Chemicals.
Staff recommends Allied Universal Corporation.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

**FIREFIGHTER PROPERTY PROGRAM (FFP)
COOPERATIVE EQUIPMENT AGREEMENT AND PROCEDURES
GEORGIA FORESTRY COMMISSION
KINGSLAND FIRE RESCUE
STATE OF GEORGIA**

COUNTY OF CAMDEN

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Georgia Forestry Commission, an Agency of the State of Georgia, hereinafter referred to as the COMMISSION, and the Kingsland Fire Rescue, hereinafter referred to as COOPERATOR.

WHEREAS, it is of vital importance to the State of Georgia to protect its forest land resources; and

WHEREAS, the COMMISSION is charged by State Law to prevent, detect, and suppress wildfires on all State and private lands and provide emergency response operations in the event of a Governor's declared state of emergency; and

WHEREAS, the COOPERATOR is actively engaged in emergency response operations and the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, the COOPERATOR can more adequately carry out this function if appropriate equipment is available: NOW THEREFORE, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The COMMISSION agrees:

- (1) To actively search for and make available the equipment described herein, according to the terms set forth in this agreement.
- (2) To provide DOD Firefighter Property (FFP) for the exclusive purpose of fire suppression, fire prevention, and related emergency services of the COOPERATOR.
- (3) Perform physical inventory of demilitarization equipment required by FFP and reconcile to property accounting records as requested by the Forest Service Property Management Officer.

The COOPERATOR Agrees:

- (1) To obtain, at acquisition of said equipment, and continue in effect, for the duration of this agreement, liability insurance in the amount required by State law to cover the operation of said equipment.
- (2) The COOPERATOR agrees to pay to the COMMISSION all administrative fees and transportation fees for said property/equipment at the time of delivery. Administrative fees will be \$100 per transaction. Round trip mileage will be charged based on the COMMISSION's set fees for delivery vehicle use.
- (3) The COOPERATOR will bear the entire cost of vehicle liability insurance, maintenance, repair, and operation of this equipment while in COOPERATOR'S possession, and relieves the COMMISSION of all responsibility or liability in matters related to this equipment. COOPERATOR will be responsible for worker's compensation for any individual injury while using, repairing, or operating said equipment, and for any and all claims related to said equipment and/or its use.

- (4) To convert said equipment into a viable fire/emergency unit, to meet requirements as provided by the COMMISSION and to paint equipment, to ensure there are no military colors or markings on the equipment. COOPERATOR will provide shelter adequate to protect it from vandalism and adverse weather. Vehicles or other said equipment should be painted if necessary and placed in operating condition within SIX (6) MONTHS from the date of receipt of said equipment. Equipment must be made available for an in-service inspection by the COMMISSION representative prior to putting equipment into service. The COMMISSION may extend this time frame an additional SIX MONTHS upon written request and approval. Requests must be in writing and submitted to the state FFP manager 30 days prior to deadline.
- (5) To ensure add on tanks, pumps, hose reels, etc. will not cause the vehicle in this agreement to exceed the maximum recommended G.V.W. or Georgia DOT requirements. (This information and other technical equipment guidance is available at the Roscommon Equipment Center's website - www.roscommonequipmentcenter.com)
- (6) If equipment acquired through this agreement is not placed in operational condition within SIX (6) MONTHS from the date of receipt or after such an extension, this agreement will become null and void, and the return of said equipment will be coordinated by the COMMISSION according to the USDA Forest Service Firefighter Property Standard Operating Procedures at the Cooperator's expense. Any improvements, equipment or modifications made to equipment may be removed prior to repossession.
- (7) Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority. COOPERATOR is required to keep equipment operational for a minimum of ONE (1) YEAR after in-service date, before normal disposal.
- (8) To make equipment available for a compliance inspection by the COMMISSION representative ONE (1) YEAR after the in-service date.
- (9) If equipment acquired through this agreement becomes inoperable and beyond repair or uneconomical to operate, a certified mechanic must inspect equipment to verify that it is inoperable and beyond repair or uneconomical to operate and a written report of the condition must be given to the COMMISSION. The return of said equipment will be coordinated by the COMMISSION according to the USDA Forest Service Firefighting Property Standard Operating Procedures at the COOPERATOR's expense. Any improvements, equipment or modifications made to equipment may be removed prior to return.
- (10) To retain all documentation on said equipment for 6 years and 3 months after acquisition of said equipment. Copies of final disposition paperwork shall be sent to the COMMISSION.
- (11) The COOPERATOR must provide access to and the right to examine all records, books, or documents relating to DOD firefighter property transferred to the COOPERATOR under 10 U.S.C. 2576b to the US Forest Service, the Department of Defense, the Office of the Inspector General, and the Comptroller General of the United States or their authorized representatives.
- (12) The COOPERATOR agrees that the proceeds from the sale of any FFP vehicle and/or other FFP equipment **MUST BE EARMARKED FOR FIRE/EMERGENCY SERVICES.**
- (13) To comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this

agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

(14) The COOPERATOR certifies that a drug-free workplace will be provided for COOPERATOR's employees and that it will secure from any sub-contractors hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (COOPERATOR's name) certifies to the Sub-Grantee that a drug-free workplace will be provided to sub-contractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of O.C.G.A. code section 50-24-3.

(15) The COOPERATOR hereby certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq.

(16) The COOPERATOR certifies, to the best of their knowledge and belief, that equipment acquired under this agreement was not acquired because of the COOPERATORS actions to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress. COOPERATOR further agrees that it will not expend funds from the proceeds of the sale of equipment acquired under this agreement to pay any person for Lobbying Activities. That if such action has occurred that the COOPERATOR will complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with instructions.

(17) The COOPERATOR hereby certifies that this Agreement does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et, Seq relating to Conflicts of Interest.

(18) To respond to fires within the County or make said equipment, adequately manned, available for suppression of fires within the County whenever necessary.

It is Mutually Agreed That:

(1) The COMMISSION will transfer ownership of said equipment. In the case of vehicles and other titled equipment, the Certificate of Title will transfer to the COOPERATOR under the terms of this agreement, Titles will be transferred at acquisition date and the COMMISSION will hold the original Title until said equipment is fully operational and an in service inspection has been completed by the COMMISSION. The COOPERATOR which puts Firefighter Program property into use will accept ownership of equipment. Title will only be transferred to a Fire/Emergency Services entity that is publicly funded by state, county or local governments in the State of Georgia. Title must be in the entity's name and cannot have an individual's name on the title. The COOPERATOR is responsible for the cost of obtaining title.

(2) The equipment will be marked with decals provided by COMMISSION for tracking reasons and the said decals will remain on the equipment indefinitely. Decal replacements can be requested through the COMMISSION.

(3) The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment "as is" without any warranties of any kind, either expressed or implied.

(4) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program and property management requirements. Additional Program requirements can be found by accessing the USDA Forest Service FFP SOP at www.fs.fed.gov/fire/partners/fepp.

(5) The Agreement shall be effective from the date of execution by the COMMISSION and will continue in force until property is disposed of in accordance with this agreement. COOPERATOR will operate within this program at the discretion of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges will be terminated from program until arrangements are implemented to comply with guidelines or for 1 year from violation date. Either party may terminate this agreement by providing written notice. If the terms of this agreement are not met the agreement will be terminated within thirty (30) days of written notice. Any property that has been transferred as the result of this agreement will be returned at the expense of the COOPERATOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FC-61#: _____

COOPERATOR

County/City Manager:

By: _____ Date: _____
Signature & Title of Authorized Representative

Printed Name of Authorized Representative

Telephone Number

Fire Chief/Emergency Management Agency (EMA) Director

By: _____ Date: _____
Signature & Title of Authorized Representative

Print Name of Authorized Representative

Telephone Number

GEORGIA FORESTRY COMMISSION

Chief Ranger:

By: _____ Date: _____
Signature & Title of Authorized Representative

Frank Allen, Chief Ranger

Printed Name of Authorized Representative

RFD Program Manager:

By: _____ Date: _____
Signature & Title of Authorized Representative

Printed Name of Authorized Representative

Macon Use Only

EQUIPMENT RECEIVED

Description:

Type: _____

Federal ID#: _____

Year: _____

Property ID#: _____

Model: _____

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RESOLUTION #2016-15**ADOPTING JOINT MULTI-HAZARD MITIGATION PLAN**

STATE OF GEORGIA

COUNTY OF CAMDEN

Whereas, the city of Kingsland has experienced damage from wildfires, thunderstorms & wind, drought, coastal erosion, tornadoes, floods, hurricanes, and coastal storms, and, on many occasions in the past, resulting in property loss, loss of life, economic hardship, and threats to public health and safety; and has the potential to suffer from, hazardous material spills, water contamination, and radiological accidents; and

Whereas, a Joint Comprehensive Multi-Hazard Mitigation Plan Update has been developed after approximately one year of research and work by the Joint Comprehensive Multi-Hazard Mitigation Planning Committee and the people of the community; and

Whereas, the updated Plan recommends mitigation goals, objectives and action steps that will protect the people and property affected by natural hazards facing the City of Kingsland; and

Whereas, two public meetings were held to review the Plan Update as required by law;

Now therefore be it resolved that:

1. The Joint Comprehensive Multi-Hazard Mitigation Plan Update is hereby adopted as the official Plan of the City of Kingsland;
2. The respective officials identified in the strategy of the Plan are hereby directed to implement the recommended actions assigned to them in the Plan. These officials will report as directed in this Plan on their activities;
3. The Joint Comprehensive Multi-Hazard Mitigation Planning Committee will provide progress reports (as directed in the Plan) on the status of the implementation of the Plan to the Camden County Board of Commissioners.

CITY OF KINGSLAND GEORGIA

By: _____

Its Mayor

Attest: _____

Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____ and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2016.

Linda O'Shaughnessy

RESOLUTION #2016-16**TO ESTABLISH THE 2018 CAMDEN COUNTY, CITY OF KINGSLAND, CITY OF ST MARYS,
CITY OF WOODBINE JOINT COMPREHENSIVE PLAN WORKGROUP**

STATE OF GEORGIA

COUNTY OF CAMDEN

WHEREAS, the Georgia Planning Act of 1989 established the Minimum Planning Standards and Procedures for Local Comprehensive Planning; and

WHEREAS, the Georgia Planning Act requires that local governments prepare a Comprehensive Plan every ten years; and

WHEREAS, the Camden County, City of Kingsland, City of St Marys, City of Woodbine Joint comprehensive Plan currently in place will expire in 2017; and

WHEREAS, the City of Kingsland has worked previously with neighboring jurisdictions to plan regionally for a coordinated long-term vision for the communities of Camden County; and

WHEREAS, Camden County, the City of Kingsland, the City of St Marys, and the City of Woodbine have resolved to provide professional technical support in the form of the Workgroup; and

WHEREAS, the Coastal Regional Commission and the Georgia Department of Community Affairs has pledged to provide their assistance to once again accomplish a Joint comprehensive Plan for Camden County and its cities;

NOW THEREFORE be it resolved by the City Council of the City of Kingsland that the 2018 Joint Comprehensive Plan Workgroup shall be established to accomplish a Plan per the requirements of the Georgia Planning Act of 1989.

SO PASSED AND APPROVED this 11th day of July, 2016.

CITY OF KINGSLAND GEORGIA

By: _____

Its Mayor

Attest: _____

Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____ and I do further

certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2016.

Linda O'Shaughnessy

Revised: 11-18-08

POLICY FOR CONTRACTUAL DEVELOPER AGREEMENTS

CITY OF KINGSLAND

The principles set forth below are policy requirements between the City of Kingsland and any development for which the City determines a contractual agreement is needed. The intent of these policy requirements is to provide clarity on governing principles as well as to provide assurance that all parties are equally treated in regards to the following aspects: political & legal, cost participation in capital improvements by the developer, and the appropriate usage of Capital Recovery Fees and Special Purpose Local Option Sales Tax (SPLOST) funds.

In regards to all economic development projects, this policy is amended as of this ____ day of _____, 20__ to coincide with the Economic Development Incentive Policy developed by the Camden County Joint Development Authority, and as adopted and approved by the City Council on October 16, 2015.

POLITICAL & LEGAL ASPECTS

1. Agreement cannot restrict future actions by Mayor and the City Council.
2. Agreement cannot provide special privileges, considerations, or exemptions not afforded existing developments or future developments.
- 2-3. The City may provide gap funding assistance through one, or more, development tools including, but not limited to; Opportunity Zone, Enterprise Zone, Redevelopment Powers, Community Improvement Districts, Business Improvement Districts, and other programs as deemed appropriate by Council after a thorough review of the project.
4. For residential development,
 - a.) the residential project must take place within the approved and designated Kingsland Enterprise Zone or an approved Redevelopment Area;
 - b.) must provide an approved, legal entity through which the council may pass any approved incentives for the project;
 - ~~3-~~ c.) a developer's agreement should have provisions to set aside property for future public facilities such as fire or police stations. Any future development agreement should require the developer to consult with the City of Kingsland to assess the need for future public facilities. The property for these facilities shall ~~be~~ be donated to the City with an appropriate deed.
5. For industrial or commercial development,
 - a.) the Developer must first discuss the project with the City and the Camden County Joint Development Authority to determine the fiscal impact of the project, the scope of work for the project, private funding supporting the project, ~~any~~ gaps in overall project

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funding, and the overall project structure, if public incentives are to involved in the project.
~~any future~~ development

4. ~~b.)~~agreement shall have clawback provisions. ~~For example, if Dell Computers receives an incentive that requires that they provide 500 full time jobs for a three year period, then Dell would be required to pay the money back to the City if they drop below the 500 full time job requirement. A clawback provision in any development agreement, particularly for industrial development, which will~~ ensures that the City can recoup its incentive funding in case the industrial/commercial project business falters. See amendment state above.

5-6. The City will require that developer agreements clearly state that developers shall comply with City zoning and subdivision procedures. Developers will need to be aware that these zoning regulations, whether at the local level or at state level due to the Coastal Comprehensive Plan, will change during the coming years.

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6-7. The Mayor and City Council may, at their discretion, choose to designate various funding sources for a project on a case by case basis.

7-8. The City Manager, or his/her designee, shall have the authority to enforce the provisions included in any development agreement which have been approved by the Mayor and the City Council.

8-9. In regards to City & Developer relations, the City will manage and coordinate projects that involve:

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- * City revenue participation in any fashion; and
- * Ultimate City ownership and/or operation of major water & sewer system components (components serving more than one development) including: water supply, water treatment, water storage, large diameter water mains connecting major system components, regional wastewater collection & conveyance, wastewater treatment, and wastewater re-use.

Management and coordination will include planning, project definition, coordination, permitting, engineering design, and construction administration. For industrial and/or commercial development projects the City, at their discretion will engage appropriate entities to assist in the analysis of projects and development of formal development agreements. Such entities may include, the Kingsland Downtown Development Authority, the Kingsland Development Authority, the Camden County Joint Development Authority, the Kingsland Convention and Visitors Bureau Authority, and/or any other legal entity necessary to assist in the analysis and development of the project.

DEVELOPER COST PARTICIPATION IN INFRASTRUCTURE IMPROVEMENTS

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1. The intent and guiding principle of any development agreement should be that any project to be developed and constructed within the City should be at no cost to the existing residents

Revised: 11-18-08

of Kingsland. Current residences in the City of Kingsland shall not be responsible for any ~~of~~ ~~the~~ costs, including design, engineering, legal, and/or construction of the new development.

2. The basis for cost participation for the development of off-site infrastructure needs:

- * Developer shall pay for all unit costs for connecting all on site infrastructure to the off-site City infrastructure;

- * Unit cost for road and water/~~and~~ sewer shall be based on the size needed to serve the development;

- * Size and distance needed for all components shall be determined by agreement between Developer's consulting engineer and City's consulting engineer with calculations based on volumetric needs of development;

- * Connecting point for City system shall be the point whereby capacity is available to – (1) adequately deliver (water) to development, ~~or~~ (2) adequately collect/transport (sewer) volume required to City's Wastewater Treatment Facility; (3) adequately deliver and/or transport vehicular traffic to and/or through the development.

- * Size needed for all components may be increased (upsized) by City to allow other users to benefit with increased costs to be paid by City. The increased costs will be assigned to future development agreement(s) using same formula as presented above (unit cost for future agreement shall be same as used in first development agreement). ~~Should total exceed amount expended by City (principle and interest over time), then excess amount will be distributed among all development parties participating in said capital improvements project. Distribution will be determined on pro-rata percentage basis of each development;~~

- * Cost participation by Developer shall include: legal cost in preparing development agreements, ~~–~~construction (cost basis presented above), permitting costs, legal and surveying for easements or property acquisition, and engineering (based on development's pro-rata share of construction costs). All work off-site of the proposed development shall be engineered in consultation with the City's engineer. The project coordination and administration shall be agreed upon jointly between the Developer and the City.

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- * The infrastructure (water lines, sewer lines, pump stations and streets) providing service to proposed project shall be the property of the City upon completion of construction, inspection, testing and approval;
 - * The City requires the Developer to pay the City an agreed upon amount for execution of the development agreement, which shall be used for all legal expenses, design, engineering, plan reviews, and other costs incidental to the project. The amount of money paid to the City for the development agreement costs should be agreed upon between the developer and the City. ~~The amount of money paid to the City for the development costs should be obtained from an estimate provided by the City Engineers.~~ If the agreed upon amount is not sufficient to cover the costs of the development agreement, then the City shall receive payment from the developer to cover the difference. ~~The City and its Engineer will be able to provide a detailed account of all expenses and fees charged to the project;~~
 - * The City shall require that upon approval of plans from Georgia Department of Natural Resources-Environmental Protection Division (EPD) and before construction of necessary infrastructure, the Developer shall deposit an agreed upon amount for the City's engineering services during construction. These services are based upon customary fees or hourly rates, mileage and direct costs incurred by the Engineers;
 - * In regards to payment of construction costs of for off-site capital improvements, the Developer shall pay their pro-rata share in equal monthly payments over the period of construction. As example, if construction contract is 10 months then 1/10 payments will be made each month;
 - * Should the City already have sufficient infrastructure in place or under construction, then timing for payment of pro-rata share will be negotiated. Pro-rata share for Developer shall include principal and interest of debt service of total project (construction, legal, surveying, engineering, construction interest) up to the time of payment.
3. Should the Mayor & Council determine the formula used for the basis for cost participation (as described above) is not the most appropriate formula for utilization, another formula may be utilized.
 4. In regards to non-linear projects (e.g., water supply, storage, treatment systems), the cost basis shall be based on pro-rata share of capacity or volume. All total project costs, as described in item #2 above, shall apply as well.

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Comment [DH1]: I'm not sure what Q meant in this and the following statement as #3 and #4 below.

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PAYMENT AND USAGE OF CAPITAL RECOVERY FEES & SPLOST MONEY

1. Any proposed development agreement shall require Developers to pay all water tap fees (including permit and inspection fees, tap fees, and capital recovery fees); sewer tap fees, capital recovery fees for water and sewer. It is essential that the City receive these fees to assist in the operation and maintenance of the utility system, for bond service, as well as for future upgrades as required by EPD and/or expansions of water and wastewater facilities.

Revised: 11-18-08

2. ~~City revenue generated from~~ Capital Recovery Fees shall be earmarked, as stipulated by the current water/sewer bond, for bond service for capital improvements which benefit the City system as a whole (including major projects which target geographic regions) and shall not be used for funding capital improvement work whereby one development is the sole beneficiary.
3. ~~Capital Recovery Fees and~~ SPLOST funds may be used for the City share of upsizing major regional projects (Kingsland West, North, East and in future South) but not for Developer's share.
4. ~~Capital Recovery Fees and~~ SPLOST funds will not be used for on-site development projects unless project benefits the City system as a whole. Project examples which would qualify by benefiting the City Water & Sewer Systems would include: water or wastewater treatment facilities, wells, elevated tanks, regional pump stations, or major water distribution lines interconnecting tanks, and road improvements. The project in question must not be restricted to benefit a singular development.
5. Cost participation using ~~Capital Recovery Fees and~~ SPLOST funds shall follow the principles presented in the previous section. It shall be the responsibility of the City to manage all projects using development tools, Capital Recovery Fees, SPLOST funds Money, or any other revenue source whereby City funds are used in a Capital Improvements Project. Project management shall include: project definition, coordination, engineering design and construction administration.
- ~~6. Usage of capital recovery fees must be coordinated with the covenants of the City's Revenue Bonds.~~
- ~~7.6.~~ A determination as to the initial feasibility, regarding roads and water/sewer improvements of the proposed project should be reviewed by the City Engineer as well as the Public Works Department before time and energy is expended on proposed projects.
- ~~8.7.~~ All agreements must be reviewed by the City Attorney prior to execution. An agreement must be signed by the City before it becomes legally binding.

This policy was adopted by the Mayor and the City Council of the City of Kingsland, Georgia this 24th day of November 2008.

Attest:

CITY OF KINGSLAND, GEORGIA

Linda O'Shaughnessy, City Clerk Kenneth E. Smith, Sr., Mayor

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Revised: 11-18-08

(SEAL)

As amended this of this day of , 20

Attest: CITY OF KINGSLAND, GEORGIA

Linda O'Shaughnessy, City Clerk Kenneth E. Smith, Sr., Mayor

(SEAL)

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CITY OF KINGSLAND POLICE DEPARTMENT
POLICE OPERATIONS MANUAL

Chapter 27 – Body Worn Camera (BWC) Policy

EFFECTIVE DATE:

NUMBER OF PAGES: 9

REVISED DATE: April 4, 2016

DISTRIBUTION: All

SPECIAL INSTRUCTIONS:

Note: This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this Office for non-judicial administrative action in accordance with the laws governing employee discipline.

I. Purpose:

The purpose of this policy is to direct officers and supervisors in the proper use and maintenance of **Body Worn Cameras (BWC)** as well as directing how video will be utilized as a quality control mechanism and evidence.

II. Policy:

The policy of this department is to provide officers with body worn video recording devices in an effort to collect evidence to be used in the prosecution of those who violate the law, for officer evaluation and training, and to provide accurate documentation of law enforcement and citizen interaction. The use of a BWC system provides persuasive documentary evidence and helps defend against civil litigation and allegations of officer misconduct. Officers assigned the use of these devices shall adhere to the operational objectives and protocols outlined herein so as to maximize the effectiveness and utility of the BWC and the integrity of evidence and related video documentation.

III. Procedure:

It is the intent of this policy that all officers who will be using BWC equipment shall be trained on the manner in which the BWC shall be tested, maintained, used and how the recorded events will be properly documented and maintained as evidence in future judicial proceedings.

- A. It shall be the responsibility of each individual officer to test the BWC equipment at the beginning of each tour of duty. Officers equipped with the BWC will ensure that the batteries are fully charged prior to the beginning of their shift or special event.
- B. In the event that the equipment is found to be functioning improperly, the officer shall report the problem immediately to their supervisor so that the information can be documented, **and the BWC will be taken out of service until arrangements are made for repair.**

IV. DEPLOYMENT:

School resource officers and officers assigned to the uniformed patrol division shall wear a Body Worn Video Camera at all times while on duty in any type of uniform unless otherwise directed by a supervisor or the Chief of Police.

Detectives and administrative officers may utilize a BWC at any time if one is available or may be directed to wear one at the discretion of a supervisor or the Chief of Police.

- A. **The BWC will be operated as directed by the manufacturer's guidelines and department policies. The BWC shall be worn in the center of the chest between the two pockets or on the upper right chest area above the name tag on the uniform shirt or external vest carrier. These two approved methods of wear shall facilitate an optimum video/audio perspective of the device.**
- B. Officers are authorized to overtly record any law enforcement event when the officer is a party to the conversation.
- C. **Unless otherwise noted, officers wearing BWCs will activate the camera upon initiation of emergency or investigative activity, arrival on scene of a call for service, upon initial contact with a suspicious or potentially dangerous person, or during a potentially adversarial contact. Additional activation guidance is provided, as follows:**
 - a. All calls for service in which citizen contact is made
 - b. All traffic stops
 - c. All citizen transports (excluding ride-alongs)
 - d. All investigatory stops

- e. All foot pursuits
- f. Arrests of any persons
- g. Searches of any kind
- h. Seizure of any evidence
- i. Requests for consent to search
- j. Miranda warnings and response from in custody suspect
- k. Statements made by citizens and defendants
- l. K-9 searches of vehicles
- m. Issuance of written violations
- n. The initial inventory of seized money or high value property
- o. When arriving at law enforcement events and/or citizen contacts initiated by other officers
- p. Other incidents the officer reasonably believes should be recorded for law enforcement purposes

D. After every recorded incident the officer shall enter what type of event was recorded using one of the twelve pre-saved categories on the BWC. These categories are:

- 1. None
- 2. Warning
- 3. Citation
- 4. Accident
- 5. Assault
- 6. Domestic
- 7. Drug
- 8. D.U.I
- 9. Evading
- 10. Assist
- 11. Suspicious
- 12. Test

- E. Officers will make every reasonable effort to ensure that the BWC recording equipment is accurately capturing events. A reasonable effort includes:**
- a. Activating the video/audio recording as soon as the officer makes citizen contact or the law enforcement event begins
 - b. Activating the video/audio when the officer arrives at a street encounter, or citizen contact initiated by another officer
 - c. Positioning and adjusting the BWC to record the event to the extent this can be accomplished without compromising officer safety.

- d. Officers shall not erase, alter, modify or tamper with BWC recordings
- e. **If an officer and citizen encounter was not recorded using the BWC the officer shall notify their supervisor immediately and submit a written statement to include a clear explanation to why the event was not recorded and a detailed description of what transpired during the encounter.**
- F. The recording shall continue until the law enforcement event or citizen contact is completed and the citizen involved departs or until the officer, who is recording the event through a BWC discontinues his or her participation in the law enforcement event.
- G. **If an officer deems it necessary to stop recording during an event to discuss issues surrounding and investigation with a supervisor or another officer in private, the officer may turn off their BWC; thereby preventing their private conversation from being recorded. Prior to stopping the recording the officer shall make a verbal statement citing his intentions to intentionally stop the recording and his reason.**
- H. **An officer may elect to deactivate his/her BWC if an individual is not willing to talk unless the camera is turned off. Examples include: during interviews with witness to and victims of crimes, crimes of rape and sexual assault, or individuals wishing to report criminal activity. Officers should weigh the importance of obtaining information versus the recording of the conversation.**
- I. **The use of a BWC does not replace the need for required documentation. All incident/supplemental reports shall be completed, regardless of the video that has been captured. This also includes the continued need for evidentiary photos.**
- J. **Whenever an officer records an incident or any portion of an incident, which that officer reasonably believes will likely lead to a citizen complaint, the will immediately bring it to the attention of his/her supervisor.**
- K. When a BWC recording is being entered into the property and evidence storage and management area of the agency the chain of custody log shall include, but need not be limited to:
 - a. Case tracking number
 - b. Date recorded
 - c. Date submitted
 - d. Officer submitting the media
 - e. Hold for evidence indication
- L. If an officer assigned BWC equipment, participates in a law enforcement event or citizen contact and becomes aware that the event was not recorded using the

BWC equipment, the officer shall notify the supervisor as soon as practical and submit a written explanation to why the event was not recorded.

- M. No officer is authorized to disseminate the contents from a department audio/video system unless directed by the Chief of Police or their designee.
- N. **At no time shall an officer use any personal electronic device for recording purposes.**

V. Issues Related to Privacy:

- A. The BWC should not be activated when the officer is on break or otherwise engaged in personal activities or when the officer is in a location where there is a reasonable expectation of privacy, such as a restroom or locker room.
- B. **For safety and confidentiality reasons, encounters with undercover officers, confidential informants, or protected witnesses should not be recorded.**
- C. Undercover contacts or plainclothes contacts are exempt from this policy where utilizing a camera may create a dangerous situation or otherwise diminish the investigative success of the operation.
- D. BWC activation is limited to situations involving official police activities authorized by law or court order, including consensual citizen encounters and investigation of law violations.
- E. When entering a residence, there is a heightened degree and expectation of privacy. Officers should normally inform the resident that he or she is being recorded **unless it is unreasonably practical or unsafe to do so.**
- F. The purposeful-intentional activation of BWCs during personal conversations between officers and between officers and supervisors involving counseling, guidance sessions, or personnel evaluations is prohibited by this policy unless all parties present agree to be recorded.

VI. Electronic storage, **Retention, and Release of Recordings:**

- A. Original digital files from BWC will be downloaded and stored on a designated **permanent** network server or other electronic storage. **General access to digital recordings shall be granted to Department-Authorized users only. It is the responsibility of authorized users to keep their username and password confidential.**
- B. **Officers shall return their issued BWC to the docking transfer station at the end of each shift. The docking transfer station simultaneously recharges the controller/battery pack and all data uploads to the department's network server. The docking transfer station ensures that evidence handling is secured and that data is not altered.**

- C. In the event of a critical incident as listed below, an officer's immediate supervisor will take possession of the BWC as soon as practical and will be responsible for uploading data:**
- **Officer – involved shooting**
 - **In – custody death**
 - **Any incident involving an officer which results death or great bodily harm**
- D.** Non-evidentiary video/audio recordings will be maintained in the network server for a period of time as designated by the chief of police unless it has been determined that such video/audio constitutes a public record in which case the video/audio shall be maintained in accordance with the state records retention act.
- E.** Video/audio recordings determined to be evidentiary in any criminal or civil proceeding shall be copied to DVD or other media and handled in accordance with agency regulations regarding electronic evidence or work product. Recordings will be maintained until the case is adjudicated and the time for all appeals has been exhausted. If the case is declined for prosecution, the media will be maintained as part of the case file in keeping with laws related to records retention.
- F. The current Georgia records retention schedule states: Retain tapes containing arrests for 5 years; retain all other tapes until no longer useful.**
- G.** This agency will maintain a duplicate electronic file of recordings submitted to other agencies for court or other purposes.
- H.** All recording media, recorded images and audio recordings are the property of this agency. Dissemination outside the agency is strictly prohibited without specific authorization of the Chief of Police or their designee.
- I. Per the Georgia Open Records Act, police in-car camera or body camera recordings in "closed cases" are subject to the Act's disclosure requirements. Georgia appellate courts have not determined whether such recordings are open records prior to a case being closed.**
- J.** All video and audio files shall be distributed to prosecutors, courts, etc. as requested.
- K.** Malicious destruction or deletion of video and audio files is prohibited.
- L.** If a recording is used in a disciplinary action resulting in suspension or termination against an employee, the recording shall be held for a minimum of three (3) years from the completion of the disciplinary action.

- M. It shall be the duty of the open records officer and his or her duly designated assistant open records officer(s) to accept written requests to inspect and copy public records, pursuant to O.C.G.A. § 50-18-70 et seq., and to produce to the requester all records responsive to a request within a reasonable amount of time not to exceed three business days of receipt of a request, unless the time for response is extended in accordance with law. No request shall be deemed filed until served upon the open records officer, either by hand delivery to the Officer; by certified United States mail, return receipt requested; by statutory overnight delivery; by email or by facsimile transmission. Oral requests and requests, whether oral or in writing, served upon any other officer or employee of the city/county shall not be deemed filed, until the requester has filed his or her request, in writing, with the open records officer.**
- N. This policy will be made available for public view on the department website and/or for pick up upon request.**
- O. Electronic Media will be maintained by the Kingsland Police Department and shall be tracked and/or reviewed by the Chief of Police or the System Administrator(s).**
- P. Video shall not be reproduced for purposes which are outside the scope of authorized uses under this policy without the express authority of the Chief of Police or their designee.**
- Q. If an officer wishes to review his/her own BWC recordings, they shall make a verbal request to their immediate supervisor. Supervisors have view rights only and should make the recordings available for viewing at their earliest convenience.**
- R. First line supervisors should review at least one BWC recording every 90 days for each officer supervised for policy, training and legal compliance. After review, the supervisor will document the review and any supervisory actions taken. Supervisors should meet with individual Officers to provide guidance, training and correction when required. Supervisors will initiate formal counseling or internal affairs procedures as the need arise. When corrective action is taken, a special review may be implemented for that particular officer for a set duration in order to ensure compliance with the corrective action.**

VII. BWC Evidentiary/Administrative Procedures:

- A. The System Administrator has full user access rights and is authorized to redact, edit, copy, delete, etc. as deemed necessary by the Chief of Police.**
- B. When an officer becomes aware that a BWC recording contains potential evidence of a criminal or administrative matter, the officer is required to ensure**

the video is uploaded to the network server (or other storage medium) and document such recording via police report and/or other procedures established by this department.

- C. In an incident involving a death or serious injury, the BWC will immediately be returned to the police department where the data will be uploaded to the network server (or other storage medium) and document such recording via police report and/or other procedures established by this department.
- D. When a BWC related to evidence of a criminal or administrative matter is recorded, the evidence custodian will ensure the video is uploaded to the network server and disseminate per department procedures.
- E. Where there is any indication that the BWC may contain “Brady” material, that recording must be saved and turned over to the prosecutor assigned to the case in accordance with the “Duty to Disclose” policy of this department.
- F. Civilians shall not be allowed to review recordings except as approved by the Chief of Police or their designee, through the process of evidentiary discovery and/or proper public records request.

VIII. TRAINING:

- A. Every officer shall receive documented training through the WATCHGUARD online training program. This online training course is designed for both field users and administrators which presents the skills and knowledge needed for the VISTA HD Wearable Body Camera.
- B. New probationary officers shall receive documented BWC training during the field training program. This training shall cover the proper use of the BWC and departmental policies.
- C. Every officer shall receive documented annual roll-call training on the proper use of the BWC and departmental policies.

IX. AUDITING and VIEWING:

- A. Patrol Lieutenants shall conduct random monthly reviews of BWC footage of sergeants and officers under their command. Patrol Lieutenants shall ensure the BWC are being used properly and in accordance with policy and procedures.

- B. Sergeants may conduct random reviews of BWC footage of officers assigned to their squad at any time for the purposes of investigating citizen complaints, policy violations, training purposes or officer performance.
- C. Every officer shall be authorized to review their own BWC footage in review – only mode as it relates to:
 - a. Their involvement in an incident for the purposes of completing a criminal investigation and preparing official reports (other than officer involved use of deadly force incidents).
 - b. Prior to court room testimony or courtroom presentation.
 - c. For training purposes.
- D. Officers assigned to Standards and Training may review BWC footage at any time to identify possible training needs, operational improvements, policy revisions, policy violations, citizen complaints, internal affairs investigations or other articulated reasons.

X. ANNUAL POLICY REVIEW

- A. The Training Commander and the Uniform Patrol Division Commander will review this policy annually in order to ensure:
 - a. current legal updates are adequately addressed,
 - b. current and trending “best management practices” relating to BWC’s are being followed,
 - c. training of agency personnel is adequately addressing the needs of the department and the community, and
 - d. that the policy is properly reflected by practice.
- B. The results of the policy review, and any recommended changes to policy or training standards, will be presented to the Agency head in writing.

Sec. 15-31. Use of Fireworks

- (a) No person in the city shall use or ignite or cause to be ignited any consumer fireworks indoors or within right of way of a public road, street, highway, or railroad of this city.
- (i) It shall be lawful for any person 18 years of age or older to use or ignite or cause to be ignited or to possess, manufacture, transport, or store consumer fireworks.
- (b) It shall be lawful for any person 18 years of age or older to use or ignite or cause to be ignited any consumer fireworks:
- (i) On any day beginning at the time of 10:00 A.M. and up to and including the ending time of 9:00 P.M.;
- (ii) On any day after the time of 9:00 P.M. and up to and including the time of 11:59 P.M. if such use or ignition is lawful pursuant to any noise ordinance of the City of Kingsland or the location in which such use or ignition occurs;
- (iii) On January 1, July 3, July 4, and December 31 of each year after the time of 9:00 P.M. and up to and including the time of 11:59 P.M.; and
- (iv) On January 1 of each year beginning at the time of 12:00 Midnight and up to and including the ending time of 1:00 A.M.
- (c) It shall be lawful for any person 18 years of age or older in the city to use or ignite or cause to be ignited any consumer fireworks anywhere in the city except:
- (i) As provided for under subparagraph (a) of this ordinance;
- (ii) In any location where such person, firm, corporation, association, or partnership is not lawfully present or is not otherwise lawfully permitted to use or ignite or cause to be ignited any consumer fireworks; or
- (iii) Within 100 yards of a an electric plant; water treatment plant; waste-water treatment plant; a facility engaged in the retail sale of gasoline or other flammable or combustible liquids or gases where the volume stored is in excess of 500 gallons for the purpose of retail sale; a facility engaged in the production, refining, processing, or blending of any flammable or combustible liquids or gases for retail purposes; any public or private electric substation; or a jail or prison;
- (iv) Within 100 yards of the boundaries of any public use air facility provided for under Title 6 or any public use landing area or platform marked and designed for landing use by helicopters;

- (v) Within any park, historic site, recreational area, or other property which is owned by or operated by, for, or under the custody and control of a governing authority of a municipal corporation, except pursuant to a special use permit as provided for in subparagraph (d) of this ordinance;
 - (vi) Within any park, historic site, recreational area, or other property which is owned by or operated by, for, or under the custody and control of the State of Georgia, except pursuant to any rules and regulations of the agency or department having control of such property which may allow for such use or ignition of consumer fireworks;
 - (vii) Within 100 yards of a hospital, nursing home, or other health care facility regulated under Chapter 7 of Title 31; provided, however, that an owner or operator of such facility may use or ignite or cause to be ignited consumer fireworks on the property of such facility or may grant written permission to any person, firm, corporation, association, or partnership to use or ignite or cause to be ignited consumer fireworks on the property of such facility; or
 - (viii) While under the influence of alcohol or any drug or any combination of alcohol and any drug to the extent that it is less safe or unlawful for such person to ignite consumer fireworks as provided for in City Ordinance 15-32.
- (d) Any person 18 years of age or older, firm, corporation, association, or partnership may use or ignite or cause to be ignited any consumer fireworks on any day at a time not as provided for under divisions (b)(ii) and (c)(v) of this ordinance if such person, firm, corporation, association, or partnership is issued a special use permit pursuant to the law of a governing authority of a county or municipal corporation for the use or ignition of consumer fireworks in a location within the City of Kingsland as provided for under divisions (b)(ii) and (c)(v) of this subsection, provided that such special use permit is required for such use or ignition. Such special use permit shall designate the time or times and location that such person, firm, corporation, association, or partnership may use or ignite or cause to be ignited such consumer fireworks. A fee assessed by the City of Kingsland for the issuance of a special use permit pursuant to this subparagraph shall not exceed \$100.00. No governing authority or official of the City of Kingsland, or other political subdivision shall bear liability for any decisions made pursuant to this ordinance.
- (e) Whenever the Governor issues a declaration of drought, the Governor may, for the boundaries of the area covered by such declaration, enact further regulations and restrictions concerning the use of consumer fireworks than provided for under this ordinance; provided, however, that no such further regulations or restrictions on the use of consumer fireworks shall be effective pursuant to this subparagraph on January 1, July 3, July 4, or December 31 of any year; provided, further, that such further regulations or restrictions shall only apply to the exact boundaries of the area covered by such declaration and shall only apply with regard to the ignition of consumer fireworks; and provided, further, that upon expiration or conclusion of such declaration, such further regulations or restrictions shall be rescinded by law.

State law references: Prohibited fireworks activities, O.C.G.A. § 25-10-2.

Sec. 15-32. Igniting Fireworks while Under the Influence of Alcohol and/or Drugs

- (a) It shall be unlawful for any person to ignite consumer fireworks or fireworks while:
 - (1) Under the influence of alcohol or any drug or any combination of alcohol and any drug to the extent that it is unsafe for such person to ignite consumer fireworks or fireworks; or
 - (2) Subject to the provisions of subsection (b) of this Code section, there is any amount of marijuana or a controlled substance, as defined in Code Section 16-13-21, present in such person's blood or urine, or both, including the metabolites and derivatives of each or both, without regard to whether or not any alcohol is present in such person's breath or blood.
- (b) The fact that any person charged with violating this Code section is or has been legally entitled to use a drug shall not constitute a defense against any charge of violating this Code section; provided, however, that such person shall not be in violation of this Code section unless such person is rendered incapable of igniting consumer fireworks or fireworks safely as a result of using a drug other than alcohol which such person is legally entitled to use.
- (c) Any person convicted of violating subsection (a) of this Code section shall be guilty of a misdemeanor.

State law references: Prohibited fireworks activities while intoxicated, O.C.G.A. § 25-10-2.1.

ORDINANCE # 2016-04

TITLED: USE OF FIREWORKS

Sec. 15-31. Use of Fireworks

(a) No person in the city shall use or ignite or cause to be ignited any consumer fireworks indoors or within right of way of a public road, street, highway, or railroad of this city.

(i) It shall be lawful for any person 18 years of age or older to use or ignite or cause to be ignited or to possess, manufacture, transport, or store consumer fireworks.

(b) It shall be lawful for any person 18 years of age or older to use or ignite or cause to be ignited any consumer fireworks:

(i) On any day beginning at the time of 10:00 A.M. and up to and including the ending time of 9:00 P.M.;

(ii) On any day after the time of 9:00 P.M. and up to and including the time of 11:59 P.M. if such use or ignition is lawful pursuant to any noise ordinance of the City of Kingsland or the location in which such use or ignition occurs;

(iii) On January 1, July 3, July 4, and December 31 of each year after the time of 9:00 P.M. and up to and including the time of 11:59 P.M.; and

(iv) On January 1 of each year beginning at the time of 12:00 Midnight and up to and including the ending time of 1:00 A.M.

(c) It shall be lawful for any person 18 years of age or older in the city to use or ignite or cause to be ignited any consumer fireworks anywhere in the city except:

(i) As provided for under subparagraph (a) of this ordinance;

(ii) In any location where such person, firm, corporation, association, or partnership is not lawfully present or is not otherwise lawfully permitted to use or ignite or cause to be ignited any consumer fireworks; or

(iii) Within 100 yards of a an electric plant; water treatment plant; waste-water treatment plant; a facility engaged in the retail sale of gasoline or other flammable or combustible liquids or gases where the volume stored is in excess of 500 gallons for the purpose of retail sale; a facility engaged in the production, refining, processing, or blending of any flammable or combustible liquids or gases for retail purposes; any public or private electric substation; or a jail or prison;

- (iv) Within 100 yards of the boundaries of any public use air facility provided for under Title 6 or any public use landing area or platform marked and designed for landing use by helicopters;
 - (v) Within any park, historic site, recreational area, or other property which is owned by or operated by, for, or under the custody and control of a governing authority of a municipal corporation, except pursuant to a special use permit as provided for in subparagraph (d) of this ordinance;
 - (vi) Within any park, historic site, recreational area, or other property which is owned by or operated by, for, or under the custody and control of the State of Georgia, except pursuant to any rules and regulations of the agency or department having control of such property which may allow for such use or ignition of consumer fireworks;
 - (vii) Within 100 yards of a hospital, nursing home, or other health care facility regulated under Chapter 7 of Title 31; provided, however, that an owner or operator of such facility may use or ignite or cause to be ignited consumer fireworks on the property of such facility or may grant written permission to any person, firm, corporation, association, or partnership to use or ignite or cause to be ignited consumer fireworks on the property of such facility; or
 - (viii) While under the influence of alcohol or any drug or any combination of alcohol and any drug to the extent that it is less safe or unlawful for such person to ignite consumer fireworks as provided for in City Ordinance 15-32.
- (d) Any person 18 years of age or older, firm, corporation, association, or partnership may use or ignite or cause to be ignited any consumer fireworks on any day at a time not as provided for under divisions (b)(ii) and (c)(v) of this ordinance if such person, firm, corporation, association, or partnership is issued a special use permit pursuant to the law of a governing authority of a county or municipal corporation for the use or ignition of consumer fireworks in a location within the City of Kingsland as provided for under divisions (b)(ii) and (c)(v) of this subsection, provided that such special use permit is required for such use or ignition. Such special use permit shall designate the time or times and location that such person, firm, corporation, association, or partnership may use or ignite or cause to be ignited such consumer fireworks. A fee assessed by the City of Kingsland for the issuance of a special use permit pursuant to this subparagraph shall not exceed \$100.00. No governing authority or official of the City of Kingsland, or other political subdivision shall bear liability for any decisions made pursuant to this ordinance.
- (e) Whenever the Governor issues a declaration of drought, the Governor may, for the boundaries of the area covered by such declaration, enact further regulations and restrictions concerning the use of consumer fireworks than provided for under this ordinance; provided, however, that no such further regulations or restrictions on the use of consumer fireworks shall be effective pursuant to this subparagraph on January 1, July

3, July 4, or December 31 of any year; provided, further, that such further regulations or restrictions shall only apply to the exact boundaries of the area covered by such declaration and shall only apply with regard to the ignition of consumer fireworks; and provided, further, that upon expiration or conclusion of such declaration, such further regulations or restrictions shall be rescinded by law.

State law references: Prohibited fireworks activities, O.C.G.A. § 25-10-2.

Sec. 15-32. Igniting Fireworks while Under the Influence of Alcohol and/or Drugs

- (a) It shall be unlawful for any person to ignite consumer fireworks or fireworks while:
 - (1) Under the influence of alcohol or any drug or any combination of alcohol and any drug to the extent that it is unsafe for such person to ignite consumer fireworks or fireworks; or
 - (2) Subject to the provisions of subsection (b) of this Code section, there is any amount of marijuana or a controlled substance, as defined in Code Section 16-13-21, present in such person's blood or urine, or both, including the metabolites and derivatives of each or both, without regard to whether or not any alcohol is present in such person's breath or blood.
- (b) The fact that any person charged with violating this Code section is or has been legally entitled to use a drug shall not constitute a defense against any charge of violating this Code section; provided, however, that such person shall not be in violation of this Code section unless such person is rendered incapable of igniting consumer fireworks or fireworks safely as a result of using a drug other than alcohol which such person is legally entitled to use.
- (c) Any person convicted of violating subsection (a) of this Code section shall be guilty of a misdemeanor.

State law references: Prohibited fireworks activities while intoxicated, O.C.G.A. § 25-10-2.1.

ADOPTED by the Mayor and Council of the City of Kingsland this _____ day of July, 2016.

ATTEST:

Kenneth E. Smith, Sr., Mayor

Linda M. O'Shaughnessy, City Clerk

SODIUM HYPOCHLORITE SUPPLY AND DELIVERY**ADDENDUM #1**Question #1

How many gallons do you anticipate ordering per year?

Answer: 50,000 gallons

Questions #2

How many gallons do you order per delivery?

Answer: 3000 gallons

Questions#3

What size tanks do you require and how many?

Answer: Four (4) 2000 gallon tanks

Question #4

Who is your current supplier and what is your pricing?

Answer: Our current supplier is Allied Universal and the current pricing is \$448.00 per ton.

Question #5

What are the addresses of your two plants?

Answer: WWTP #1-597 S. Grove Blvd./WWTP #2-358 East Colerain Rd.

Questions #6

What is the usage per site?

Answer: Approximately 25,000 gallons per site

Question #7

Are we to submit our proposal in letter form or will a bid form will be issued?

Answer: A bid form will not be issued. Letter form is acceptable

Questions #8

Are eye wash stations available at each plant?

Answer: There are eye stations available at both plants.



City of Kingsland
BID TABULATION
Sodium Hypochlorite Supply & Delivery
Thursday, June 23, 2016 @ 2:00 PM

Vendor	Cost Per Gallon	Minimum Gallons Per Delivery	Supplies Tanks and Maintenance
Allied Universal Corp.	\$0.84	No Minimum	\$ 20 for each tank per year
JCI Jones Chemicals	\$0.75	4800	Requires purchase of tanks
Odyssey Manufacturing Co.	\$0.95	N/A	Supplies Tanks at N/C
Hawkins, Inc.	\$1.75	No Minimum	N/C for lease
Univar USA, Inc.	\$1.22	2050 per tank	N/C for lease

*Advertised on City of Kingsland and GMA websites.

Recommended: Allied Universal Corp.